

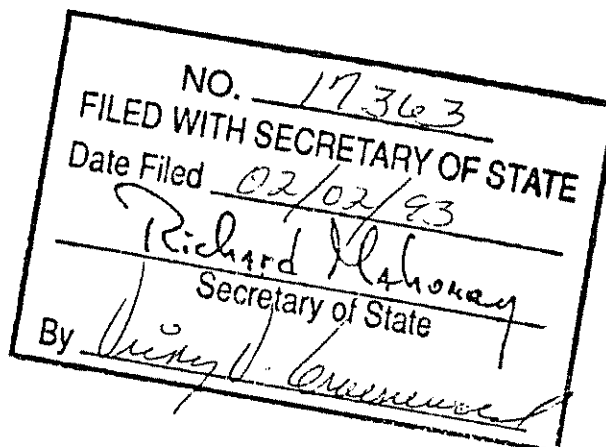
A. G. Contract No. KR920926TRN  
ECS File: JPA 92-56  
Phoenix File: 64426  
Project: RAM 600-3-308/H0842 01D  
Section: SR-143 Artifact Curation

AGREEMENT  
AMONG  
THE STATE OF ARIZONA,  
THE CITY OF PHOENIX  
AND  
SOIL SYSTEMS, INC.

THIS AGREEMENT is entered into 2 February, 1993,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF PHOENIX, acting by and through its CITY COUNCIL (the  
"CITY") and SOIL SYSTEMS, INCORPORATED, an Arizona Corporation  
acting by and through its PRESIDENT ("the SSI").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.
2. The City is empowered by Arizona Revised Statutes  
Section 11-952 and City Charter Chapter 2, Section 2 to enter  
into this agreement and has by resolution, a copy of which is  
attached hereto and made a part hereof, resolved to enter into  
this agreement and has authorized the undersigned to execute  
this agreement on behalf of the City.
3. The SSI is empowered to enter into this agreement and  
has by resolution, a copy of which is attached hereto and made  
a part hereof, resolved to enter into this agreement and has  
authorized the undersigned to execute this agreement on behalf  
of the SSI.



4. Incident to the State's design and construction of State Route 143 (the Hohokam) it was appropriate to conduct archaeological investigations. SSI, the State's contractor for that effort, has recovered numerous artifacts and produced related documents and photographs as a result of the investigation. The parties hereto have elected to permanently curate the artifacts at the Pueblo Grande Museum which is owned by the City, at an estimated cost of \$91,500.00, all at SSI expense, as part of the performance of it's existing State contract, which is attached hereto and made a part hereof as Exhibit A.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

### 1. The State will:

a. On or about 15 January 1993, transfer ownership of the artifacts, related documents and photographs to the City for permanent curation at the Pueblo Grande Museum.

b. To the extent feasible, assist SSI and the City in implementing the transfer of the collection.

c. Perform according to the terms of its existing contract with SSI.

### 2. The City will:

a. Accept the artifacts, related documents and photographs for curation in perpetuity at the Pueblo Grande Museum.

b. Invoice the SSI in the amount of \$91,500.00 for the curation of the artifacts.

### 3. SSI will:

a. Deliver the artifacts, related documents and photographs to the Pueblo Grande Museum on or about 15 January 1993.

b. Pay the City \$91,500.00 for the curation of the artifacts, related documents and photographs, within thirty days after receipt of the curation fee from the State.

c. Perform according to the terms of its existing contract with the State.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said transfer and payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

City of Phoenix  
Pueblo Grande Museum  
4619 East Washington Street  
Phoenix, AZ 85034

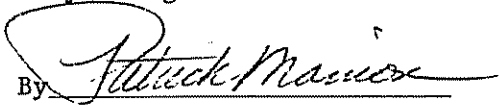
Soil Systems, Incorporated  
1121 North Second Street  
Phoenix, AZ 85004

7. Attached hereto and incorporated herein is the written determination of the State's and the City's legal counsel that they are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

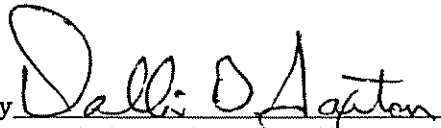
CITY OF PHOENIX, a Municipal  
Corporation, Frank Fairbanks,  
City Manager

By




STATE OF ARIZONA  
Department of Transportation

By

  
for ROBERT P. MICKELSON  
Deputy State Engineer

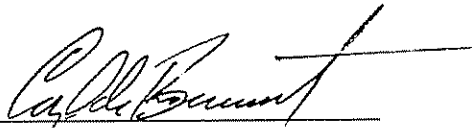
ATTEST

By

  
VICKY MIEL  
City Clerk

SOIL SYSTEMS, INCORPORATED, an  
Arizona Corporation

By

  
CORY D. BRETERNITZ  
President

ATTEST

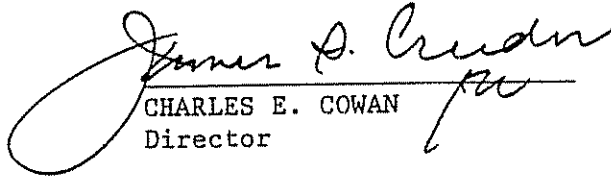
By

Secretary

RESOLUTION

BE IT RESOLVED on this 28th day of April 1992, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Phoenix (Pueblo Grande Museum) and Soil Systems, Incorporated for the purpose of defining responsibilities for the permanent curation at the Phoenix Pueblo Grande Museum of artifacts uncovered during archaeological surveys conducted on SR-143.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

  
CHARLES E. COWAN  
Director



SOIL SYSTEMS, INC.

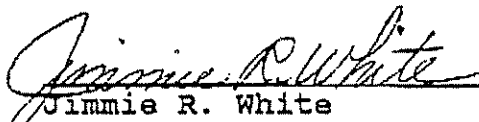
1121 North 2nd Street  
Phoenix, Arizona 85004  
(602) 253-4938  
(602) 253-0107FAX




Archaeological Consultants

January 21, 1993

I, Jimmie R. White, Secretary/Treasurer of Soil Systems, Inc., an Arizona Corporation hereby attest that Cory Dale Breternitz, President of Soil Systems, Inc., is empowered by the corporation to enter into agreements and contracts on behalf of the corporation. This empowerment has been authorized by the corporation's by-laws and approved by the Board of Directors.

  
Jimmie R. White  
Secretary/Treasurer  
Soil Systems, Inc.

Witness:

  
Christine K. Robinson  
Projects Manager  
Soil Systems, Inc.

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CITY COUNCIL REPORT      CONSENT      AGENDA

DATE: November 5, 1992      DATE: December 08, 1992

TO: Patrick Manion      ITEM: 1  
Deputy City Manager

FROM: James A. Colley, Director  
Parks, Recreation and Library Department

SUBJECT: PUEBLO GRANDE MUSEUM CURATION AGREEMENT AND ESTABLISHMENT OF PUEBLO  
GRANDE MUSEUM COLLECTIONS FUND

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The purpose of this report is to request City Council approval of the Pueblo Grande Museum curation agreement and fee proposal, the establishment of a Pueblo Grande Museum Collections Fund, and approval to accept the archaeological collections and curation fees from the Hohokam Expressway and Sky Harbor Center projects.

BACKGROUND

In order to complete archaeological contract work in the State of Arizona, contractors must obtain a permit and show that they have an agreement with a repository to curate any collection recovered as part of the project. Curation is labor intensive requiring organization, research, documentation, storage, and maintenance of the collections in perpetuity.

Pueblo Grande Museum, as a public institution, is the appropriate repository for City construction projects or projects related to the Pueblo Grande site. In order to establish the legal and financial system necessary to support the Museum's role as a repository, the Museum staff and the Law Department have developed a Memorandum Of Understanding to be used with archaeological contractors as part of the contract process. As part of the curation agreement, fees are assigned to the repository agency.

DISCUSSION

Curation Fees

Curation fees, as established by the Arizona State Museum, use the level of effort expended in the field as the basis for charge. The Arizona State Museum charges a fee of \$17.50 per person per field day, which includes University of Arizona overhead costs and can vary based on the type of activity. Pueblo Grande Museum recommends a simplified rate of \$15 per person per field day with no overhead surcharge. While this figure is based on past experience and actual cost estimates, sufficiency of this fee will be assessed after the first year.

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Fees paid to the repository must be expended on the curation of the collections for which they are received. Although initial expenditures are high to complete inventory and storage requirements, funds must be available over multiple years for the ongoing collection curation. Due to the special circumstances required for the handling of curation monies, a special City revenue fund will be required to maintain and manage the fees and other collection management donations. This special subfund will be part of the department's primary fund and will be interest bearing.

#### Hohokam Expressway and Sky Harbor Center Collections

The Arizona Department of Transportation (ADOT), on behalf of the Hohokam Expressway collections and SWCA Environmental Consultants for the Sky Harbor Center collections, have requested transfer of existing repository agreements from the Arizona State Museum to the Pueblo Grande Museum. The Arizona State Museum concurs that Pueblo Grande Museum is the appropriate agency to manage these collections. The curation fees for these projects were calculated as part of the original curation agreements.

Reassignment of the ADOT curation agreement to Pueblo Grande Museum would result in a January 1993 transfer of the Hohokam Expressway collections and a curation fee not to exceed \$92,000. The SWCA curation agreement would transfer the Sky Harbor collection and a curation fee not to exceed \$25,000 to the Museum in December 1992. Since adequate storage space will not be available at Pueblo Grande Museum until the museum expansion project is complete in spring 1994, approximately \$5,200 of the curation fees will be allocated for off-site storage.

At their October 11, 1992 meeting, the Parks and Recreation Board approved the curation fee proposal, establishment of the Pueblo Grande Museum Collections Fund, and acceptance of the archaeological collections from the Hohokam Expressway and Sky Harbor Center. The Board recommended these actions to the City Council for review and approval.

#### RECOMMENDATIONS

Staff recommends that the City Council:

1. Review and approve the curation agreement establishing Pueblo Grande Museum as an archaeological repository.
2. Approve a curation fee rate of \$15 per person per field day, with the provision the fee will be assessed after one year for sufficiency.
3. Approve the establishment of a City of Phoenix interest bearing special revenue fund titled Pueblo Grande Museum Collections Fund for the management of curation fees and other collection management donations to curate collections in perpetuity.
4. Accept on behalf of the Pueblo Grande Museum, the assignment of the Arizona Department of Transportation curation agreement for the Hohokam Expressway collection and curation fees not to exceed \$92,000.



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City Clerk Department

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5. Accept on behalf of the Pueblo Grande Museum the SWCA curation agreement for the Sky Harbor Center collection and curation fees not to exceed \$25,000.
6. Approve placing all curation fees in the Pueblo Grande Museum Collection Fund.

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APPROVAL OF THE PHOENIX CITY ATTORNEY

*I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, the CITY OF PHOENIX, and SOIL SYSTEMS, INC., and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona and the City Charter.*

DATED this 14<sup>th</sup> day of August, 1992.

  
ACTING City Attorney R.T.E.



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR92-0926-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 26<sup>th</sup> day of January, 1993.

GRANT WOODS :  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section